

Richard S. Ralston, Bar #6-3851  
Weinstein & Riley, P.S.  
2001 Western Avenue, Suite 400  
Seattle, WA 98121  
Phone: 206-269-3490

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF WYOMING**

In re:

Peggy A. Tilton, & Kenneth L. Tilton

Debtor.

Target National Bank,

Plaintiff,

v.

Peggy A. Tilton,

Defendant.

Bankruptcy Case No. 12-20413

Adversary No.

**COMPLAINT OBJECTING TO  
DISCHARGEABILITY OF  
INDEBTEDNESS  
(11 U.S.C. § 523)**

COMES NOW Plaintiff, by and through its attorney of record, Richard S. Ralston, to  
allege and complain as follows:

**I. PARTIES AND JURISDICTION**

1. Plaintiff is a foreign corporation licensed to do business in the State of Wyoming with all fees and licenses paid, and otherwise is entitled to bring this action.
2. Defendant filed a Chapter 7 bankruptcy petition on 04/26/2012.
3. Jurisdiction is vested in this proceeding pursuant to 28 U.S.C. § 157, 28 U.S.C. § 1334, and 11 U.S.C. § 523; this proceeding is a core matter.
4. Plaintiff is a creditor in this bankruptcy proceeding.

Page 1 – COMPLAINT  
OBJECTING TO  
DISCHARGEABILITY OF  
INDEBTEDNESS  
XXXXXXXXXXXXXXXXXXXX6585

Richard S. Ralston, Bar #6-3851  
Weinstein & Riley, P.S.  
2001 Western Avenue, Suite 400  
Seattle, WA 98121  
Phone: 206-269-3490



45640812

## II. CAUSE OF ACTION

5. Plaintiff re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 4, above.
6. Defendant had a charge account with Target National Bank, Account No. XXXXXXXXXXXXX6585.
7. Defendant incurred charges and cash advances on this account totaling \$5,168.93, including interest, as of 04/26/2012, the date the bankruptcy petition was filed.
8. Between 04/17/2012 and 04/25/2012, Defendant accumulated \$5,136.00 in retail charges.
9. \$5,136.00 of these transactions were made within the presumption period.
10. During and after this time, Defendant remitted zero payment(s).
11. Defendant debt is a "consumer debt", as defined by 11 U.S.C. § 101(8).
12. By obtaining and/or accepting an extension of credit from Plaintiff and incurring charges on the account, Defendant represented an intention to repay the amounts charged.
13. Plaintiff justifiably relied on the representations made by Defendant.
14. Defendant incurred the debts when Defendant had no ability or objective intent to repay them.
15. Defendant obtained credit extended from Plaintiff by false pretenses, false representations and/or actual fraud.
16. As a result of Defendant conduct, Plaintiff has suffered damages in the amount of \$5,136.00.



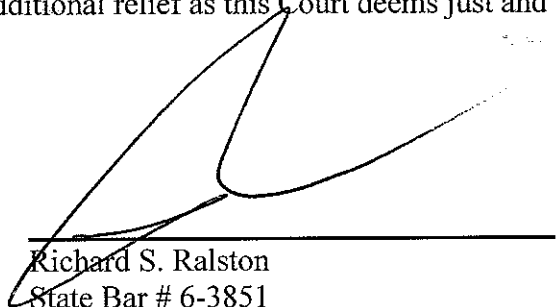
17. Pursuant to 11 USC § 523(a)(2), Defendant should not be granted a discharge of this debt to the Plaintiff in the amount of \$5,136.00.

**III. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that this Court grant the following relief:

1. A monetary judgment against Defendant in the amount of \$5,136.00 plus accrued interest at the contractual rate from and after 04/26/2012, plus additional interest at the contractual rate, which will continue to accrue until the date of judgment herein;
2. An order determining that such debt is non-dischargeable under 11 USC § 523(a)(2);
3. An order awarding Plaintiff its attorneys' fees and costs incurred herein; and
4. An order awarding Plaintiff such additional relief as this Court deems just and equitable.

DATED June 27, 2012.

  
Richard S. Ralston  
State Bar # 6-3851  
Attorney for Plaintiff

